

OFFICIAL RULES – “MAKE IoT REAL” Contest

PLEASE REVIEW THESE OFFICIAL RULES BEFORE ENTERING THE CONTEST. ENTRY TO THE CONTEST IS FREE AND NO PAYMENT OR PURCHASE IS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW.

SECTION A - SPECIFIC TERMS FOR THIS CALL FOR PROJECTS

Sponsor. The Zerynth Contest “Make IoT Real” (**the "Contest"**) is a maker community contest sponsored by Kinzica Ventures, LLC at 324 W 88TH ST New York, NY 23801 (**"Sponsor"**), in connection with the Zerynth website, www.zerynth.com including the Zerynth Community Forum community.zerynth.com, (**the "Sponsor Site"**). For any questions regarding the Contest, the Sponsor may be contacted by email at info@zerynth.com.

Overview. The object of the Call for Projects is to create Real Life IoT projects using Zerynth: a development suite that allows using Python language on Microcontrollers.

Eligibility. **THE CONTEST IS OPEN ONLY TO NATURAL PERSONS WHO, AT THE TIME OF ENTRY, ARE REGISTERED MEMBERS OF THE ZERYNTH COMMUNITY, WHO ARE AT LEAST EIGHTEEN [18] YEARS OLD.**

No purchase or payment is necessary to enter the Contest or to become a registered member of the Sponsor Site.

Deadline. The Contest begins at 12:00 p.m. Central European Time (CET) on December 20, 2016 (**the "Start Date"**). Entries for the Contest must be submitted to Sponsor by no later than 11:59 p.m. PT on February 17, 2017 (**the "Deadline"**).

How to Enter.

1. Build a real life IoT project using Zerynth and at least one of the supported boards (see the table in [this page](#))
2. Submit the project to the following two platforms:
 - a. [Zerynth's Hackster.io page](#)
 - b. “Zerynth Community Projects” on Zerynth Forum

All projects must be relevant to the theme of the contest: **“Real Life IoT”**.

Prize(s). The prize(s) to be awarded in the Contest is/are as follows:

- Participation Prize: 10% discount on the [Open-electronics store](#) for every participant
- N.1 Zerynth's Choice Prize: [Hexiwear](#) by MikroElektronika and NXP!
- N. 3 Community Prizes: The 3 most voted projects will take receive 1 [Flip&Click](#) with Zerynth Virtual Machine + 1 Click* board OR 2 Click* boards, selectable among the following: [LoRa](#), [WiFi Plus](#), [Bargraph](#), [Temp&Hum](#), [I2C 1 Wire](#), [Thumbstick](#), [REED](#), [DC MOTOR](#), [Vibra sense](#), [IR Distance](#), [microSD](#), [RELAY](#), [MOTION](#).
- Bonus Prize: winners also have the possibility to be interviewed and featured on the Zerynth, Open Electronics or MikroElektronika blog.

The winner(s) will be solely responsible for complying with any and all applicable federal, state, provincial, local or other statutes, laws (including, without limitation, common law, if applicable), rules and regulations relating to the prizes and for bearing any personal income, VAT, withholding taxes, customs duties, or other taxes, fees, insurance, surcharges or other costs relating to receiving, claiming or collecting any prize. Please be aware that Contest prizes may not be usable or function properly in

certain countries and Sponsor has no knowledge relating to the use or functionality of such prizes in those countries.

Judging. All entries that are in compliance with all terms and conditions of these Rules will be judged on the basis of the following criteria (**the "Criteria"**): clarity, ingenuity, creativity, quality of presentation, and execution of the Project. Sponsor will establish a panel of at least four (4) individuals (**each, a "Judge"**) from Zerynth staff.

THE DECISIONS OF SPONSOR AND THE JUDGES WILL BE FINAL. SPONSOR WILL NOT CORRESPOND WITH ENTRANTS ABOUT THE DECISIONS OF THE JUDGES OR THE DETERMINATION OF THE WINNERS OTHER THAN AS EXPRESSLY PROVIDED IN THE RULES.

SECTION B - ADDITIONAL TERMS FOR THIS CONTEST

General Conditions. By entering the Contest, each entrant agrees to abide by the terms of these Rules and by the decisions of Sponsor and the Judges, which shall be made in all cases in their sole and absolute discretion and are final and binding on all matters relating to the Contest. The Contest is void where prohibited by law.

Entry. Multiple entries are permitted. Entrants must be registered members of the Sponsor Site to enter the Contest. Signing up for Zerynth for purposes of entering the Contest is free of charge. Entries can be the work of more than one person, but for purposes of the Contest, each entry will belong to the "Primary Author" named in the entry, regardless of the number of contributors to that entry. For winning entries, Sponsor will award the applicable prize to the named entrant only.

Use of Personal Information. Registering for a Zerynth account with the Sponsor Site, which is required to enter the Contest, may require each entrant to submit entrant's name, e-mail address, age or date of birth.

Disqualification: The Judges have the right to disqualify any entry that is not in compliance with these Rules. In the event that a winning entry is disqualified, the next-highest scoring entry will be selected as the alternate winner.

Advertising and Marketing. By entering the Contest, and in consideration of Sponsor's potential review and evaluation of his or her entry, each entrant grants to Sponsor the non-exclusive right to use his or her entry on the Sponsor website and promotional material for Maker Faire.

Prize Terms. The winner(s) will be solely responsible for complying with any and all applicable statutes, laws (including, without limitation, common law, if applicable), rules and regulations and for bearing any personal income tax, VAT, withholding taxes, customs duties, or other taxes, fees, insurance, surcharges or other costs relating to receiving, claiming or collecting any prize.

Announcement; Award of Prize(s). The winner(s) will be notified by e-mail within seven (7) days of selection on February 24, 2016. The winner(s) may be required to sign a Winner's Declaration and Release which includes a declaration of eligibility, grant of publicity rights and a liability release, to the extent not prohibited by law, prior to receipt of a prize.

Assumption of Risk. By taking any action to create an entry for the Contest, each entrant, on his or her own behalf and on behalf of his or her personal representatives, heirs, executors, and assigns, acknowledges and agrees that: **(a) ENTRANT AND HIS OR HER PERSONAL REPRESENTATIVES, HEIRS, EXECUTORS, AND ASSIGNS HAVE THE SOLE RESPONSIBILITY FOR THE CREATION OF THE ENTRY, WHICH IS DESIGNED AND CREATED BY THE ENTRANT FOLLOWING HIS OR HER OWN DECISION AND INITIATIVE DEPENDING ON THE WAY, IN HIS OR HER SOLE DISCRETION ENTRANT DECIDES TO CREATE SUCH ENTRY, AND EVEN THOUGH THE CONTEST DOES NOT REQUIRE OR OTHERWISE ENCOURAGE DANGEROUS BEHAVIOR, THERE MAY BE DANGER AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE INVOLVED IN CREATING AN ENTRY; (b) THESE RISKS AND DANGERS MAY ARISE FROM FORESEEABLE OR UNFORESEEABLE CAUSES; (c) SUCH ENTRANT AND HIS OR HER PERSONAL REPRESENTATIVES, HEIRS, EXECUTORS, AND ASSIGNS ASSUME ALL RISKS AND RESPONSIBILITY FOR ANY PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR OTHER LOSS ARISING OUT OF THE CREATION OF ANY ENTRY, WHETHER CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE; and (d) Subject to applicable law, such entrant and his or her personal representatives, heirs, executors, and assigns are relinquishing any and all rights he, she, or they now have or may have in the future to sue or take any other action against Sponsor, the prize**

manufacturers, any other entities involved in the administration of the Contest, each of their respective parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents, and representatives (**the "Sponsor Parties"**) on the basis of any injury, death, damage, or other loss that may be suffered arising from any action taken in the creation of any entry, including but not limited to claims based on allegations of negligence by any of the Sponsor Parties or use of any machinery or materials. Without limitation, Sponsor Parties shall have no liability to any entrant or any other person in the event the entry or any acts or omissions of the entrant violates any of these Rules.

Release. To the maximum extent permitted by law, by entering the Contest, each entrant releases and holds harmless the Sponsor Parties from any and all responsibility, liability, damages (including, without limitation, direct, indirect, incidental, consequential, punitive, statutory, and her damages), losses, costs, or expenses of any kind arising out of or relating to: (a) entry or participation in the Contest, including but not limited to disputes among individuals claiming to have contributed to any winning entry; (b) any violation by the entrant of these Rules, the policies, or applicable laws; (c) misappropriation, infringement, or other violation of any copyright, trademark, patent, trade secret, right of publicity, privacy, or other legal or contractual right of any person attributable to entrant or any entry submitted by entrant; (d) the acceptance, possession, receipt, or use of any prize or any item purchased with any prize; (e) any entries or votes that have been tampered with or that are misdirected, incomplete, non-conforming, corrupt, lost, late, or ineligible; (f) any problems or technical malfunctions (including but not limited to errors, omissions, interruptions, deletions, defects, or delays in operation or transmission) of any computer, telephone, modem, cable, satellite, network, hardware, online system, server, software, or other equipment or provider, including any incorrect, incomplete, garbled or jumbled information resulting therefrom; (g) any Internet traffic congestion or website accessibility or delays; (h) printing or typographical errors in any Contest-related materials; or (i) any other technical or human error that may occur in connection with the Contest (**the "Causes"**). If anyone makes any claim against any of the Sponsor Parties arising out of or relating to any of the Causes attributable to the entrant, the entrant will pay for any damages, losses, liabilities, costs, penalties, and expenses, including without limitation attorneys' and experts' fees and costs, incurred in connection with such claim. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SPONSOR PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CONTEST, HOWSOEVER CAUSED, WHETHER ARISING IN STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) CONTRACT, OTHER LEGAL THEORY OR OTHERWISE, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR DAMAGES AND OTHER LIABILITY (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES) IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RULE, STATUTE OR REGULATION IN THE RELEVANT JURISDICTION. NOTHING IN THESE TERMS EXCLUDE LIABILITY FOR FRAUD, OR FOR PERSONAL INJURY OR DEATH CAUSED BY NEGLIGENCE TO THE EXTENT SUCH EXCLUSION IS PROHIBITED BY APPLICABLE LAW.**

Misconduct. Sponsor reserves the right, in its discretion, to disqualify any entrant who: (a) tampers with the entry or voting process, the operation of the Contest, the Sponsor Site, or affiliated websites; (b) acts in an unsporting or disruptive manner, or with intent to annoy or harass another person; or (c) is otherwise in violation of these Rules, the Policies, or any applicable laws.

Termination. Sponsor reserves the right to suspend, modify, or terminate the Contest at any time for any reason, in its discretion, including without limitation in the event of fraud, abuse, tampering, technical, administrative, financial, or other difficulties. In such cases, Sponsor will post a notice on the Call for Projects page of the Sponsor Site. Should the Contest terminate prior to selection of the winner, Sponsor will announce an alternate means of awarding the prize on the Call for Projects page of the Sponsor Site. Any entrant may withdraw from the Contest at any time by contacting Sponsor by email at info@zerynth.com.